

STATE OF SOUTH CAROLINA

(Caption of Case)

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

DOCKET

NUMBER: 2009 - 406 - C

(Please type or print)

Submitted by: Susan S. Masterton

SC Bar Number:

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Telephone: 850-599-1560

Tallahassee, FL 32301

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Other:

Email: susan.masterton@embarq.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition ☒ Request for item to be placed on Commission's Agenda expeditiously

☐ Other:

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)		
<input type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input type="checkbox"/> Letter	<input type="checkbox"/> Request
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certification
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement
<input type="checkbox"/> Electric/Water/Telecom.	<input type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter
<input type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery
<input type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition
<input checked="" type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input type="checkbox"/> Tariff
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input type="checkbox"/> Other:
<input type="checkbox"/> Administrative Matter	<input checked="" type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest	
<input type="checkbox"/> Other:	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit	
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report	

Voice Data Internet Wireless Entertainment

September 25, 2009



EMBARQ™

Embarq
Mailstop: FTLH00102
1313 Blair Stone Rd
Tallahassee, FL 32301
embarq.com

FILED ELECTRONICALLY

Ms. Daphne Duke
Information Resource Consultant
Public Service Commission of South Carolina
Post Office Drawer 11649
Columbia, South Carolina 29211

RE: Interconnection, Collocation and Resale Agreement between United Telephone Company of the Carolinas LLC, d/b/a Embarq and Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel

Dear Ms. Duke:

United Telephone Company of the Carolinas LLC d/b/a Embarq ("Embarq") and Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel hereby submit their Interconnection, Collocation and Resale Agreement for the State of South Carolina with an effective date of September 1, 2009, for approval by the Public Service Commission of South Carolina.

Embarq and Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel respectfully request that the Commission approve this agreement. This agreement adopts the Interconnection, Collocation and Resale Agreement between Embarq and Granite Telecommunications, LLC which was filed with the Commission in Docket No. 2008-379-C.

Embarq is represented in this matter by Mr. Scott Elliott, Elliott & Elliott, P.A., 721 Olive Street, Columbia, South Carolina 29205 (803-771-0555). Please contact either Mr. Elliott or me if there are any questions.

Sincerely yours,

Susan S. Masterton

Enclosure(s)

cc: MetTel
Andoni Economou, Executive Vice President
44 Wall Street, 6th Floor
New York, NY 10005

Susan S. Masterton
SENIOR COUNSEL
Voice: (850) 599-1560
Fax: (850) 878-0777
susan.masterton@embarq.com

**INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT
FOR THE STATE OF SOUTH CAROLINA**

Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel

and

United Telephone Company of the Carolinas LLC d/b/a Embarq

This Interconnection, Collocation and Resale Agreement ("Agreement"), dated September 1, 2009, is entered into by between Metropolitan Telecommunications of South Carolina, Inc. d/b/a MetTel ("CLEC") a South Carolina CLEC, and United Telephone Company of the Carolinas LLC d/b/a Embarq ("Embarq"), a South Carolina limited liability company, to establish the rates, terms and conditions for local interconnection, collocation, and the purchase of unbundled network elements for the state of South Carolina. Embarq and CLEC may be referred to individually as a "Party" and together as the "Parties."

NOW THEREFORE, the Parties agree as follows:

1. CONDITIONS

The Parties agree that the Agreement between the Parties shall consist of the Interconnection, Collocation and Resale Agreement for the State of South Carolina entered into by and between Embarq and Granite Telecommunications, LLC, dated September 25, 2008 ("Adopted Agreement").

All services provided under this Agreement will be consistent with the decisions of courts having jurisdiction over this Agreement, including but not limited to the decisions of the Court of Appeals and the United States Supreme Court.

2. PARTIES:

CLEC is hereby substituted in the Adopted Agreement for Granite Telecommunications, LLC. Embarq shall remain as the other Party to the Adopted Agreement. Except as modified herein, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

3. TERM:

The End Date of this Agreement is September 25, 2010, which corresponds with the End Date of the Adopted Agreement.

4. **NOTICES:**

Except as otherwise provided, all notices and other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage paid, return receipt requested and addressed as follows:

If to Director, Contract Management
Embarq: Embarq
 9300 Metcalf
 KSOPKB0402-413
 Overland Park, KS 66212

If to David Aronow
CLEC: President
 Metropolitan Telecommunications
 44 Wall Street, 6th Floor
 New York, NY 10005
 (Tel) 212-607-2003
 (fax) 212-635-5074
 email: daronow@mettel.net

With a Senior Attorney
copy to: Embarq External Affairs
 1313 Blirstone Rd.
 MS: FLTLHO0202-213
 Tallahassee, FL 32301

With a Andoni Economou
copy to: Executive Vice President
 Metropolitan Telecommunications
 44 Wall Street, 6th Floor
 New York, NY 10005
 (Tel) 212-607-2004
 (Fax) 212-635-5074
 email: aeconomou@mettel.net

5. **MISCELLANEOUS**

5.1 Other than as set forth above, the Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of this Agreement and the Adopted Agreement, this Agreement will control.

5.2. This Agreement, executed by authorized representatives of Embarq and CLEC, is made a part of and incorporates the terms and conditions of this Agreement and the Adopted Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.

"Embarq"

By:



Name : Michael R. Hunsucker

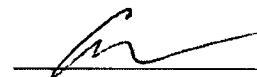
Title: Director, Contract Management

Date:

9-10-09

"CLEC"

By:



Name: David Aronow

Title: President

Date:

8-24-09